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Official Public Records

Tarrant County Texas

11/17/2010 8:23 AM

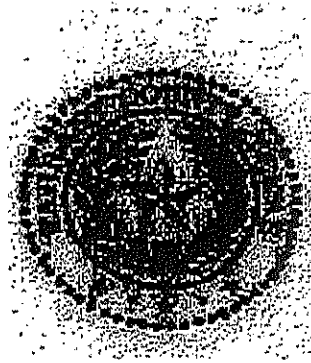
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Suzanne Henderson

PGS 5 \$32.00

Submitter: ACS



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

This Amendment of Oil and Gas Lease ("Amendment") is executed by Great Wolf Lodge of Grapevine, L.L.C., a Delaware limited liability company, whose address is 525 Junction Road, South Tower, Suite 6000, Madison, Wisconsin 53717, as Lessor, and Chesapeake Exploration, L.L.C., the address of which is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

WHEREAS, Lessee is the current owner of the interest in and under that certain Paid Up Oil and Gas Lease (the "Lease") dated January 2, 2008 from Great Wolf Lodge of Grapevine, L.L.C., to Chesapeake Exploration, L.L.C., a Memorandum of which is recorded under Instrument Number D208279786, Official Public Records of Tarrant County, Texas covering the following property to wit:

51.3600 acres, more or less, situated in the W.K. Payne Survey, Abstract Number 1211, Tarrant County, Texas, as described in that certain deed from Trencor, Inc., a Texas Corporation, to Great Wolf Lodge of Grapevine, L.L.C., a Delaware limited liability company, dated September 27, 2005, and recorded under Instrument Number D205288123, and also described in that Final Plat of Lot 1-4, Block 1, Great Wolf Addition of Grapevine, dated June 13, 2006, and recorded in Cabinet A, Slide 11261, Plat Records, Tarrant County, Texas.

(hereinafter referred to as the "leased premises")

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both desire to amend the Lease as follows.

WHEREAS, the parties named herein now desire to amend the Lease as hereinafter set forth.

1. Paragraph 1. of the Lease is hereby replaced in its entirety with the following new Paragraph 1:

"In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

51.360000 acres, more or less, situated in the W.K. Payne Survey, Abstract Number 1211, Tarrant County, Texas, as described in that certain deed from Trencor, Inc., a Texas Corporation, to Great Wolf Lodge of Grapevine, L.L.C., a Delaware limited liability company, dated September 27, 2005, and recorded under Instrument Number D205288123, and also described in that Final Plat of Lot 1-4, Block 1, Great Wolf Addition of Grapevine, dated June 13, 2006, and recorded in Cabinet A, Slide 11261, Plat Records, Tarrant County, Texas.

in the county of TARRANT, State of TEXAS, containing 51.360000 gross acres, more or less, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purposes of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less."

2. That Great Wolf Lodge of Grapevine, L.L.C., Lessor, for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid to Grantor, the receipt of which is hereby acknowledged, does by these presents GRANT, ASSIGN AND CONVEY unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and shall survive any termination of this lease.

3. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof.

4. The Lessor hereby grants and leases the leased premises to the Lessee on the terms and conditions set forth in the Lease, as amended hereby, and the Lessor hereby revives, adopts, ratifies and confirms the Lease, as amended hereby, and agrees that the Lease, as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended.

5. Terms defined in the Lease shall have the same meaning in this Amendment.

6. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby adopt, and confirm said lease, grant, demise and let the leased premises unto Lessee, subject to and in accordance with all of the terms and provisions of said Lease as amended herein.

EXECUTED on the date(s) subscribed to the acknowledgements below, but effective as of the 2nd day of January, 2008.

LESSOR:

GREAT WOLF LODGE OF GRAPEVINE, L.L.C.,
a Delaware limited liability company

By: 

Name: JAMES KALDER

Title: CEO / TREASURER

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By: 

Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

PA TRP
CSM

LESSEE:

TOTAL E&P USA, INC.,
a Delaware corporation

By: 

Eric Bonnin

As: Vice President, Business Development & Strategy

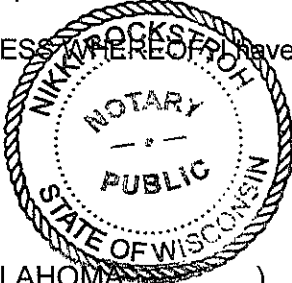


ACKNOWLEDGMENTS

STATE OF WISCONSIN)
)
 COUNTY OF Dane)

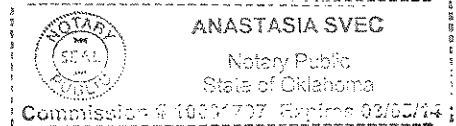
The foregoing instrument was acknowledged before me this 14th day of October, 2010 by James Calder, as Treasurer of Great Wolf Lodge of Grapevine, L.L.C., on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand.



Maria Redempt
 Notary Public, State of Wisconsin
 My Commission Expires: 8/11/2013

STATE OF OKLAHOMA)
)
 COUNTY OF OKLAHOMA) §



This instrument was acknowledged before me on this 28th day of October, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

My Commission Expires: 3/5/2014
 Commission Number: #10001797

Anastasia Svec
 Notary Public

STATE OF TEXAS)
)
 COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 15th day of November, 2010, by Eric Bonnin as Vice President Business Development & Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Joy W Phillips
 Notary Public in and for the State of Texas

